INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

Form Approved OMB No. 9000-0002 Expires Oct 31, 2004

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

		TO THE ABO	VE AD	DRESS. RETURN COMP	PLETED FO	ORM TO THE ADDRESS IN BLOCK 4 BELOW.
1. SO	LICITATION NUMBER	2. (X	one)			3. DATE/TIME RESPONSE DUE
		X	a. INV	TTATION FOR BID (IFB)		10 FEB 2004
FA	9101-04-B-0008		b. RE	QUEST FOR PROPOSAL	(RFP)	2:00 PM (local time)
			c. RE	QUEST FOR QUOTATION	(RFQ)	
NOTE:	The provision entitled "Required Cent	tral Contractor R	egistrat	INSTRUCTIONS tion" applies to most solicitation	ions	
	1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.					
provide	2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.					
	rors or quoters must plainly mark their citation document.	responses with	the Soli	citation Number and the date	and local	time for bid opening or receipt of proposals that is in
	rmation regarding the timeliness of resawal of Bids" or "Instructions to Offerors				n entitled e	either "Late Submissions, Modifications, and
	UING OFFICE (Complete mailing a	ddress,		5. ITEMS TO BE PURCH		ief description)
incl AEDC	uding Zip Code)			Fabricate APTU Thrust	Stand	
_	INDEL DRIVE, SUITE A332					
	DLD AFB, TN 37389-1332					
6 PR	OCUREMENT INFORMATION (X ai	nd complete as	annlica	ahle)		
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Χ	b. THIS PROCUREMENT IS 100 %		DR SMA	ALL RUSINESS THE APPL	ICABLE N	AICS CODE IS: 332000
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	c. THIS PROCUREMENT IS			UB ZONE CONCERNS. TH		
7 AD	d. THIS PROCUREMENT IS RESTR	RICTED TO FIRE	VIS ELIC	GIBLE UNDER SECTION 8(a) OF THE	SMALL BUSINESS ACT.
CAUTI FORM	7. ADDITIONAL INFORMATION CAUTION: ALL BIDDERS ARE EXPLICITLY WARNED THAT THE ATTACHING OR INCLUSION OF TERMS OR CONDITIONS (E.G. QUOTATION FORMS) WHICH CONFLICT WITH THOSE IN THE SOLICITATION WILL LIKELY CAUSE REJECTION OF THEIR BID. THIS INCLUDES TERMS OR CONDITIONS PREPRINTED ON THE FRONT OR BACK OF ANY DOCUMENTS SUBMITTED AS PART OF A BID.					
	INT OF CONTACT FOR INFORMAT	TION				
	ME (Last, First, Middle Initial) NY CLAYBORNE				b. ADD	RESS (Include Zip Code)
	- 1	I. E-MAIL ADD			See Blo	ock 4
	a Code and Extension) T 454-3918 X	Tony.Clayborn	ne@arı	nold.af.mil		
9. RE/	ASONS FOR NO RESPONSE (X all	that apply)				
	a. CANNOT COMPLY WITH SPECIF	FICATIONS		d. DO NOT REGULARLY	MANUFA	CTURE OR SELL THE TYPE OF ITEMS INVOLVED
	b. UNABLE TO IDENTIFY THE ITE	M(S)		e. OTHER (Specify)		
	c. CANNOT MEET DELIVERY REQ	UIREMENT				
10. M	AILING LIST INFORMATION (X one	e)				
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11a. C	COMPANY NAME			b. ADDRESS (Include Zip	Code)	
c. AC	TION OFFICER					
(1) TYI	PED OR PRINTED NAME (Last, First	st, Middle Initia	1)	(2) TITLE		
(3) SIG	NATURE					(4) DATE SIGNED (YYYYMMDD)

DD FORM 1707 ((BACK), FEB	2002
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FROM

AFFIX
STAMP
HERE

 SOLICITATION NUMBER

 FA9101-04-B-0008

 DATE (YYYYMMDD)
 LOCAL TIME

 10 FEB 2004
 2:00 PM

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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by ot				other au	uthoriz	ed o	official writter	n notice.	_	_			_	_	_				

Qty Unit Price

ITEM SUPPLIES OR SERVICES Purch Unit Total Item Amount

Fabricate APTU Thrust Stand

0001 1

Each

Noun: THRUST STAND

ACRN: AA

NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION Acceptance: DESTINATION FOB: DESTINATION

Descriptive Data:

Fabricate APTU Thrust Stand in accordance with Attachment 1, Statement of Work for Thrust Stand Components dated 9 January 2004 (1 page)

NO CLAUSES OR PROVISIONS IN THIS SECTION

NO CLAUSES OR PROVISIONS IN THIS SECTION

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.247-9006 MARKING OF WARRANTED ITEMS (AFMC) (JUL 1997)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-02	INSPECTION OF SUPPLIES	- FIXED-PRICE	(AUG 1996)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	<u>DATE</u>
0001		1	FB2804			ASREQ
	Noun: ACRN: Descriptive Data: All items shall be delivered to: USAF Warehouse Receiving #1 1476 Avenue E Arnold AFB TN 37389-8000 Mark For: F40650- REQ:	THRUST S	STAND			

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.211-08 TIME OF DELIVERY (JUN 1997) - ALTERNATE I (APR 1984)

Para (a). Insert required delivery schedule. '90 Calendar Days After Receipt of Written

Notification of Contract Award'

Para (a): CO inserts specific details. '90 Calendar Days'

Para (c). Date. '?????'

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

A C D N	Appropriation/Let Subboad/Supplemental Associating Data	Obligation
ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	<u>Amount</u>
AA	57	\$0.00

57 43600 294 4711 6606MC 791420 52201 65976F 503000 F03000 Funding breakdown: On CLIN 0001: \$0.00

JON: 00009594

NO CLAUSES OR PROVISIONS IN THIS SECTION

NO CLAUSES OR PROVISIONS IN THIS SECTION

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database_Version: 5.5.x.000; Issued: 11/3/2003; Clauses: ; FAR: FAC 2001-17; DFAR: DCN20031001; DL.: DL 98-021; Class Deviations: CD 200300003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 02-01; AFAC: AFAC 2003-0501; IPN: 98-009

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (DEC 2001)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR
52.203-08	IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
32.203-12	(JUN 2003)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH
	CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL
	1995)
52.211-05	MATERIAL REQUIREMENTS (AUG 2000)
52.214-29	ORDER OF PRECEDENCE SEALED BIDDING (JAN 1986)
52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE
	VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE
	VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION) (JUN 2003)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
	(AUG 1996)
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
52.232-01	PAYMENTS (APR 1984)
52.232-08	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)

52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-01	CHANGES FIXED-PRICE (AUG 1987)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
52.246-18	WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001)
	Para (b)(1), Warranty period or event is 'one year after Government acceptance'
	Para (c)(3), Period of time is '45 calendar days'
	Para (c)(3), Period of time is '10 calendar days'
	Para (c)(3), Period is '30 calendar days'
	Para (c)(4), Period is '45 calendar days'
	Para (c)(4), Period is '45 calendar days'
52.246-24	LIMITATION OF LIABILITY HIGH-VALUE ITEMS (FEB 1997)
52.248-01	VALUE ENGINEERING (FEB 2000)
	Para (m). Contract number. 'FA9101-04-B-0008'
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP
	1996)
52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
	CONTRACT-RELATED FELONIES (MAR 1999)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER
	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
	GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)
252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003)
252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE
	(APR 2003)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)
252.227-7000	NON-ESTOPPEL (OCT 1966)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)
252.242-7000	POSTAWARD CONFERENCE (DEC 1991)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)

Para (c), List of Class I ODSs. 'None'

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://farsite.hill.af.mil/

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	1		STATEMENT OF WORK FOR THRUST STAND COMPONENTS

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.219-02 EQUAL LOW BIDS (OCT 1995)
- 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
- II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that--
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered:
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
 - (b) Each signature on the offer is considered to be a certification by the signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision ____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION) (APR 1991)

(Applicable only to this instant procurement, not to 'any' contract, and only if proposal or resultant contract is in excess of \$100,000).

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. $7701(c)(3)$). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(d) Taxpayer Identification Number (TIN).
[] TIN:
[]TIN has been applied for.
[] TIN is not required because:
[]Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[] Offeror is an agency or instrumentality of a foreign government;
[] Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
[] Sole proprietorship;
[] Partnership;
[] Corporate entity (not tax-exempt);
[] Corporate entity (tax-exempt);
[] Government entity (Federal, State, or local);
[] Foreign government;
[] International organization per 26 CFR 1.6049-4;
[] Other
(f) Common parent.
[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
[] Name and TIN of common parent:
Name
TIN
52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)
(a)
(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

- (ii) The offeror has [] has not [] within a three-year period preceding this officer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18. United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.214-14 PLACE OF PERFORMANCE -- SEALED BIDDING (APR 1985)

- (a) The bidder, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.
- (b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street, Address, City, County, State, Zip Code Name and address of Owner and Operator of the Plant or Facility if Other than Bidder

52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
 - (c) The Government requires a minimum acceptance period of 60 calendar days calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement. The bidder allows the following acceptance period: ____ calendar days.
 - (e) A bid allowing less than the Government's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) of this clause or (2) any longer acceptance period stated in paragraph (d) of this clause.

52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 332999.
 - (2) The small business size standard is 500.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
 - (b) Representations.
 - (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

 (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that-
 (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
 - (c) Definitions. As used in this provision--

126; and

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned busines s, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.

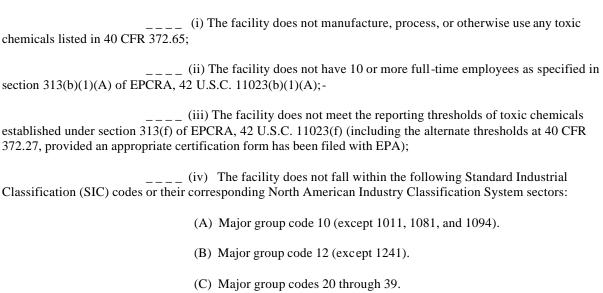
(d) Notice.
(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall —
(i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.
Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:
(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
52,222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
The offeror represents that
(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
(b) It [] has, [] has not, filed all required compliance reports; and
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
 - (b) By signing this offer, the offeror certifies that----
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-



- (D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
 - ____ (v) The facility is not located in the United States or its outlying areas.

B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

252.225-7000 BUY AMERICAN ACT-- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
(b) Evaluation. The Government-
(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
(c) Certifications and identification of country of origin.
(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-
(i) Each end product, except those listed in paragraphs $(c)(2)$ or (3) of this provision, is a domestic end product; and
(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
(2) The offeror certifies that the following end products are qualifying country end products:
Line Item Number Country of Origin
(3) The following end products are other foreign end products:
Line Item Nu mber Country of Origin (If known)
252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)
(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
(b) Representation. The Offeror represents that it
Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.204-07	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
	Rated Order: 'DO'
52.214-03	AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)
52.214-04	FALSE STATEMENTS IN BIDS (APR 1984)
52.214-05	SUBMISSION OF BIDS (MAR 1997)
52.214-06	EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)
52.214-07	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)
52.214-10	CONTRACT AWARD SEALED BIDDING (JUL 1990)
52.214-12	PREPARATION OF BIDS (APR 1984)
52.214-15	PERIOD FOR ACCEPTANCE OF BIDS (APR 1984)
	Number of calendar days: '60 calendar days'
52.216-01	TYPE OF CONTRACT (APR 1984)
	Type of contract is 'Firm Fixed Price'
52.233-02	SERVICE OF PROTEST (AUG 1996)
	Para (a) Official or location is 'USAF Directorate of Procurement, 100 Kindel Drive, Suite A332
	Arnold AFB TN 37389-1332'

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://farsite.hill.af.mil/

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)